

Application No. 09/982052
Page 5

Amendment
Attorney Docket No. S63.2A-8920-US01

REMARKS

This Amendment is in response to the Office Action dated May 16, 2005. Each issue in the official action is discussed below.

§102/§103 Rejections

Claims 1-3, 6-11, 16-17 and 21-24 were rejected under 35 USC §102(b) as anticipated by or, in the alternative, under 35 U.S.C. 103(a) as obvious over Willard et al. (5,980,530). It is asserted that Willard et al. disclose a catheter comprising a first sleeve 22 having a first end (the left end) attached to the catheter and a second end (the right end) being about an expandable distal portion 14, wherein the second end of the first sleeve abuts the first end of the stent when the an expandable distal portion 14 is in its contracted state. It is reasoned in the rejection that the "contracted state" of the expandable distal portion 14 is considered to be the state slightly contracted relative to the state shown in figure 2, wherein the right end of the first sleeve 22 inherently abuts the left end of the stent just as the sleeve slides off the outer surface of the stent. It is further asserted that the term "contracted" is a relative term and does not require complete retraction of the balloon. Alternatively, it is asserted that it would have been obvious that the right end of the first sleeve 22 abuts the left end of the stent just as the sleeve slides off the outer surface of the stent since the sleeve contracts toward the balloon as it slides off the outer surface of the stent.

Applicant respectfully traverses. Willard et al. specifically states that Fig. 1 illustrates the balloon 14 in its "contracted state". In the contracted state, it is clearly shown in Fig. 1 that the ends of the sleeves 22, 24, cover the ends of the stent 20 and do not abut them. At the point at which the sleeves slide off the stent, the balloon would be partially inflated or pressurized *from* its contracted state. It is well known in the art that the contracted state of a balloon is its non-pressurized state or delivery configuration that it is in when it is delivered to a target site and not in a partially expanded or pressurized state, which is asserted in the rejection. For the sleeves to slide off of the stent in Willard et al., the balloon must be pressurized and expanded *from* its contracted state. It also would not be obvious to alter the length of the sleeves of Willard et al. when it clearly teaches that they are long enough to overlap the ends of the stent. As such, Applicant respectfully request that the rejection be withdrawn.

BEST AVAILABLE COPY

Application No. 09/982052
Page 6

Amendment
Attorney Docket No. S63.2A-8920-US01

Claim 20 was rejected under 35 U.S.C. 103(a) as being unpatentable over Willard et al. (5,980,530) in view of Stambaugh (6,136,011).

In response, Applicant respectfully traverses. Among other reasons, since the rejection depends upon the §102/§103 rejection of claims 1-3, 6-11, 16-17 and 21-24 in the official action, it similarly fails for the reasons stated above in response to the §102/§103 rejection. As such, withdrawal of the rejection is requested.

The claims are now believed to be in condition for allowance. The prompt allowance of these claims is earnestly solicited. If the Examiner wishes to discuss further issues, he is invited to contact the undersigned.

Respectfully submitted,

VIDAS, ARRETT & STEINKRAUS

By: 

William E. Anderson II
Registration No.: 37766

Date: July 14, 2005

6109 Blue Circle Drive, Suite 2000
Minnetonka, MN 55343-9185
Telephone: (952) 563-3000
Facsimile: (952) 563-3001

f:\wpwork\weal08920us01_amd_20050714.doc